

Alexander W. Moore  
Associate General Counsel – New England



185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110-1585

Phone 617 743-2265  
Fax 617 737-0648  
[alexander.w.moore@verizon.com](mailto:alexander.w.moore@verizon.com)

August 7, 2006

Mary L. Cottrell, Secretary  
Department of Telecommunications & Energy  
Commonwealth of Massachusetts  
One South Station, 2<sup>nd</sup> Floor  
Boston, Massachusetts 02110

**Re: DTE 06-56 – Petition of Charter Fiberlink MA-CCO, LLC  
for Arbitration of an Interconnection Agreement**

Dear Secretary Cottrell:

Enclosed for filing in the above-referenced matter are Verizon Massachusetts' First Set of Interrogatories and Document Requests.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Alexander W. Moore (kms)".

Alexander W. Moore

cc: Carol Pieper, Arbitrator  
DTE 06-56 Service List

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Carol Pieper, Arbitrator  
Department of Telecommunications & Energy  
One South Station, F 2  
Boston, MA 02110

Paula Foley, Assistant General Counsel  
Department of Telecommunications & Energy  
One South Station, F 2  
Boston, MA 02110

Michael Isenberg, Director  
Department of Telecommunications & Energy  
One South Station, F 2  
Boston, MA 02110

Berhane Adhanom, Analyst  
Department of Telecommunications & Energy  
One South Station, F 2  
Boston, MA 02110

Stella Finn, Analyst  
Department of Telecommunications & Energy  
One South Station, F 2  
Boston, MA 02110

Mary L. Cottrell, Secretary  
Department of Telecommunications & Energy  
One South Station, F 2  
Boston, MA 02110

Carrie L. Cox, Esquire  
Michael R. Moore, Esquire  
Paul Dunphy  
Charter Communications, Inc.  
12405 Powerscourt Drive  
St. Louis, MO 63131

Christopher W. Savage, Esquire  
K.C. Halm, Esquire  
Cole, Raywid & Braverman, LLP  
1919 Pennsylvania Avenue, N.W., Suite 200  
Washington, DC 20006

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

In the Matter of

Petition for Arbitration of an Interconnection  
Agreement Between Charter Fiberlink MA-  
CCO, LLC, and Verizon Massachusetts Inc.

D.T.E. Docket No. 06-56

**VERIZON'S FIRST SET OF INTERROGATORIES  
AND DOCUMENT REQUESTS**

Pursuant to the Procedural Order in the above referenced proceeding, Verizon Massachusetts Inc. ("Verizon MA") hereby submits its First Set of Data Requests to Charter Fiberlink MA-CCO, LLC, ("Charter"). Responses to these data requests and request for production of documents must be delivered to Verizon MA in writing within ten (10) days of receipt, in accordance with Section IV.C of the Department's Procedural Order.

**INSTRUCTIONS**

1. Charter shall provide information called for by these Interrogatories where such information is directly or indirectly within the possession, custody, or control of Charter, its attorneys, agents, or representatives, including, but not limited to, information that Charter, or any of its agents or representatives has the legal right to obtain, or has the ability to obtain from sources under its control, or affiliated sources such as affiliated companies, partnerships, or such entities.

2. In answering these Interrogatories, make a diligent search of your records and of other papers and materials in your possession or available to you or your representatives.

3. Answer each Interrogatory on a separate page, fully in writing under oath, unless it is objected to, in which event, state the reasons for objection in lieu of an answer, and answer each other portion of the Interrogatory to which no objection is asserted. Preface each answer by restating the Interrogatory to which the answer is addressed. The answers are to be signed by the person making them, and the objections signed by the attorney making them. However, if you produce business records in lieu of an answer to an Interrogatory, specify the records from which the answer may be derived or ascertained in sufficient detail to permit the Verizon MA to locate and to identify the records from which the answer may be ascertained.

4. If an Interrogatory has subparts, answer each part separately and in full, and do not limit your answer to the Interrogatory as a whole.

5. Whenever you are instructed to state a date, a dollar amount, number or quantification, or a percent of any kind, if such date, amount, number or quantification, or percent is unknown to you, state your best estimate of such date, amount, number or quantification, or percent and indicate that it is an estimate.

6. If any Interrogatory cannot be answered in full after exercising due diligence to secure the required information, please so state and answer the Interrogatory to the extent possible, specifying any inability to answer the remainder of any such Interrogatory, and stating whatever information or knowledge is presently available to you concerning the unanswered portion of said Interrogatory.

7. For any objection that is based on an asserted claim of privilege, state a brief description of the subject matter of the assertedly privileged information; the nature of the privilege claimed; the portion(s) of the date request to which the information is otherwise responsive; the nature and basis of the privileged claimed; the source(s) of the information; and

the identities of all persons to whom such information has been communicated or with whom it has been shared, in whole or in part.

8. With respect to each Interrogatory, in addition to supplying the information asked for and identifying the specific documents referred to, identify and describe all documents to which you referred in preparing your answers.

9. If you contend that a particular Interrogatory, or a definition, or any instruction applicable thereto, is ambiguous or vague, such contention shall not provide a basis for refusing to respond. You are instructed to set forth the allegedly ambiguous language and the interpretation of that language that you have adopted in responding to the Interrogatory in question.

10. The words "and" and "or" shall be construed conjunctively or disjunctively, as necessary, to make the Interrogatory inclusive rather than exclusive. The term "including" shall be construed to mean without limitation. The use of the past tense shall include the present tense, and the use of the present tense shall include the past tense, so as to make the Interrogatory inclusive rather than exclusive. The singular includes the plural, and vice versa, so as to make the Interrogatory inclusive rather than exclusive.

11. Documents that in their original condition were stapled, clipped or otherwise fastened together shall be produced in such form. Documents responsive to each request are to be grouped separately by request. In any portion of a document is responsive to a request, the entire document shall be produced.

12. These Interrogatories are deemed to be continuing in nature, and if further information with respect thereto comes to the attention of Charter, its officers, employees,

agents, representatives, or attorneys between the date of service hereof and the date of the Arbitrator's hearing in this proceeding, the answers and responses must be amended accordingly.

### **DEFINITIONS**

1. All terms used herein shall be construed in an ordinary, common sense manner, and not in a technical, strained, overly-literal, or otherwise restrictive manner.
2. "Charter" shall mean individually and collectively Charter Fiberlink MA-CCO, LLC, all predecessors and successors in interest, affiliates, parents, subsidiaries, subdivisions, and divisions of such entities.
3. "Person" shall mean an individual, corporation, firm, proprietorship, partnership, either limited or general, association, joint venture, or other legal, business, or governmental entity, whether foreign or domestic.
4. "Document" means all writings and documentary materials of any kind whatsoever, both originals and copies, and drafts of such writings and documentary materials whether printed or recorded, or reproduced by any other mechanical process, or written or produced by hand, or recorded by any electrical or electronic means, including on any magnetic tape, disk, hard disk, computer memory, or optical disk, including but not limited to, the following items: journals; purchase orders; audio and video tapes and transcripts thereof; testimony; affidavits; filings of any kind with governmental bodies; agreements; letters; communications, including intra-company communications; electronic mail; correspondence; envelopes, telegrams; telexes; facsimiles; memoranda, including internal memoranda; notes; reports; summaries; transcripts; reviews; analysis; studies; papers; files; message slips; records; books manuals; guides; guidelines; outlines; abstracts; histories; summaries, notes, or records of telephone conversations or interviews; diaries; desk calendars; logs; appointment books;

forecasts; statistical statements; tabulations; graphs; indices; charts; tables; plots; minutes; notes, or records of meetings, conferences, or communications; minutes, notes, or records of board meetings; opinions or reports of consultants; appraisals; brochures; pamphlets; periodicals; circulars; trade letters; press releases; contracts; notes; projections; drafts of any document; recommendations; working papers; worksheets; copies; marginal notations; photographs; film; drawings; slides; samples; and other specimens; computer printouts; tapes; disks, recordings; data processing cards; programs; and any other documents or writings of whatever description, whether written, recorded, transcribed, punched, taped, or filmed, however produced or reproduced. The term "document" includes copies of documents that are not identical duplicates of the originals, and copies of documents of which the originals are not in the possession, custody, or control of Charter, its officers, employees, agents, representatives, or attorneys.

5. "Identify," when used in reference to a natural person or other legal entity, shall mean: (i) state the full name (ii) state the present or last known business address, and, in the case of a natural person, residence address; (iii) the present or last known business telephone number, and, in the case of a natural person, residence telephone number; and (iv) the person's present or last known position or employer or primary line of business.

6. "Identify," when used in reference to an action, event, or occurrence including a communication, meeting, or statement, shall mean: (i) state, the date of the action, event, or occurrence; (ii) state the nature of the action, event, or occurrence; (iii) state the location of the action, event, or occurrence; (iv) identify every participant in and witness to the action, event or occurrence; and (v) describe the action, event, or occurrence and, if it was a meeting, communication, or statement, state the substance of the matters communicated or discussed.

7. “Identify,” when used in reference to documents, means to state the (a) type of document (e.g., letter, telegram); (b) contents of the document; (c) date and title of the document (if any); (d) length of the document (in pages); (e) present location of the original and each copy of the document; (f) entity of each custodian of the original and each copy of the document; and (g) identity of each author, addressee and recipient of the original and each copy of the document.

8. “You” and “your” means Charter, all agents, employees, officers, or members, and all persons acting or purporting to act on behalf of Charter, including all past or present agents, employees, officers, or members, exercising discretion, discharging duties, making policy, or making decisions with respect to the business of Charter.

9. “Verizon” and “Verizon MA” refers to Verizon Massachusetts Inc.



## INTERROGATORIES

1. Please state the date on which Ted Schremp was first employed by Charter.
2. Please describe Mr. Schremp's involvement in the negotiations between Verizon MA and Charter for a fiber meet amendment in Massachusetts.
3. Please describe Mr. Cornelius' involvement and participation in the negotiations between Verizon MA and Charter for a fiber meet amendment in Massachusetts.
4. Please identify the services Charter purchases from Verizon MA for interconnection. For each such service purchased, provide the following information:
  - a. The quantities of each service purchased by Charter;
  - b. The rate for each service purchased by Charter; and
  - c. The traffic carried over each service.
5. Please identify all equipment owned by Verizon MA that could be used in a fiber meet arrangement with Charter.
6. Please describe any technical and/or operational differences between a "SONET terminal" and an "Add/Drop multiplexer". Please provide a list of SONET terminals by manufacturer and model number that Charter would consider employing within its fiber meet facility. Also, please indicate when Charter first proposed to Verizon MA that the term "Add/Drop Multiplexer" be replaced with the term "SONET Terminal." Such description should include:
  - a. The date such proposal was first made to Verizon MA by Charter;
  - b. Whether the proposal was made verbally or in writing; and
  - c. The names of the Verizon MA representatives to whom such proposal was first made.
7. Please describe when Charter first proposed to Verizon MA that the parties' fiber meet amendment permit the use of multiple terminals on a ring configuration. Such description should include:
  - a. The date such proposal was first made to Verizon MA by Charter;
  - b. Whether the proposal was made verbally or in writing; and
  - c. The names of the Verizon MA representatives to whom such proposal was first made.
8. Please describe when Charter first proposed to Verizon MA changes to the notice provisions applicable to firmware upgrades. Such description should include:

- a. The date such proposal was first made to Verizon MA by Charter;
  - b. Whether the proposal was made verbally or in writing; and
  - c. The names of the Verizon MA representatives to whom such proposal was first made.
9. Please describe when Charter first proposed to Verizon MA changes to the compensation provisions of the parties' fiber meet amendment where a move or change is required by a local or municipal government. Such description should include:
  - a. The date such proposal was first made to Verizon MA by Charter;
  - b. Whether the proposal was made verbally or in writing; and
  - c. The names of the Verizon MA representatives to whom such proposal was first made.
10. Please describe when Charter first proposed to Verizon MA that the parties should agree that within 30 calendar days of turn-up of the fiber meet point arrangement the parties will work together to establish an agreeable time frame for rolling over all existing DS3s that are in place between the parties. Such description should include:
  - a. The date such proposal was first made to Verizon MA by Charter;
  - b. Whether the proposal was made verbally or in writing; and
  - c. The names of the Verizon MA representatives to whom such proposal was first made.
11. Please state the date when Charter first began exchanging traffic with Verizon MA in LATA 126.
12. Please state the monthly traffic volumes Charter forecasted would be exchanged between Charter and Verizon MA in LATA 126 during the years 2004, 2005, 2006, 2007, and 2008.
13. Please state the monthly traffic volumes Charter exchanged between Charter and Verizon MA in LATA 126 during the years 2004, 2005, and 2006.
14. Please state the date when Charter first began exchanging traffic with Verizon MA in LATA 128.
15. Please state the monthly traffic volumes Charter forecasted would be exchanged between Charter and Verizon MA in LATA 128 during the years 2004, 2005, 2006, 2007, and 2008.
16. Please state the monthly traffic volumes Charter exchanged between Charter and Verizon MA in LATA 128 during the years 2004, 2005, and 2006.
17. Please identify and describe Charter's network facilities at 354 Sheridan Street, Chicopee, Massachusetts.

18. Please state whether Charter could locate a SONET Terminal or Add/Drop Multiplexer at 354 Sheridan Street, Chicopee, Massachusetts. If the response is other than an unqualified yes, please explain.
19. Please identify and describe Charter's network facilities at 199 Southbridge Street in Oxford, Massachusetts.
20. Please state whether Charter could locate a SONET Terminal or Add/Drop Multiplexer at 199 Southbridge Street, Oxford., Massachusetts. If the response is other than an unqualified yes, please explain.
21. Please identify each fiber meet arrangement Charter has with any other incumbent local exchange carrier. For each such arrangement, please provide the following information:
  - a. The location of such arrangement;
  - b. The date such arrangement was turned-up; and
  - c. The monthly volume of traffic exchanged over such arrangement during the last 24 months.
22. Please state whether 911 calls from Verizon MA's customers could be exchanged over a fiber meet arrangement with Charter in Massachusetts. If the answer is other than an unqualified no, please explain.
23. Please state whether operator services calls from Verizon MA's customers could be exchanged over a fiber meet arrangement with Charter in Massachusetts. If the answer is other than an unqualified no, please explain.
24. Please state whether directory assistance calls from Verizon MA's customers could be exchanged over a fiber meet arrangement with Charter in Massachusetts. If the answer is other than an unqualified no, please explain.
25. Please state whether interexchange calls from Verizon MA's customers to purchasers of switched access services could be exchanged over a fiber meet arrangement with Charter in Massachusetts. If the answer is other than an unqualified no, please explain.
26. Please identify and describe all telephony marketing plans for Massachusetts that Charter has developed, initiated, modified, cancelled, changed or implemented in the last five years.
27. Please identify and describe the specific equipment that Charter expects to use in the fiber meet arrangements with Verizon MA that are the subject of this proceeding. Please include in such description the specific component parts and equipment of any applicable fiber meet arrangement, including fiber optic terminals, OC3 cards, add/drop multiplexing equipment, fiber network interface devices, and fiber optic cables. For each component part and equipment:

- a. State with specificity the actual cost to Charter of the equipment identified in Charter's response to this data request, including an explanation of the basis for determining the cost of each component part and equipment;
  - b. Identify the vendor(s) or equipment maker(s) from whom Charter purchases such component or equipment; and
  - c. Identify and describe any discounts, price reductions, preferred payment arrangements or other arrangements that Charter expects to receive or obtain from the vendor(s) or equipment maker(s) from whom Charter purchases such component part or equipment;
28. Please identify and describe Charter's specific costs of engineering, labor, and construction of the fiber meet arrangements with Verizon MA that are the subject of this proceeding. Please separate and segregate Charter's costs for each component of work described in this data request (i.e., engineering costs, labor costs, and construction costs should all be identified separately).
  29. Please identify and describe all geographic locations that Charter has deployed fiber optics, or fiber facilities, in LATAs 126 and 128.
  30. Please describe the method Charter uses to measure traffic over existing fiber meet arrangements or OC3 systems that it has deployed. Please include in this response the frequency that Charter measures such traffic (i.e., daily, weekly, monthly).

### **DOCUMENT PRODUCTION REQUEST**

Pursuant to the Procedural Order in this proceeding, Verizon MA request copies of the following Charter documents and information within ten days of the date of service of these requests.

1. Any and all copies of documents, including but not limited to agreements, amendments, memoranda of understanding, and arrangements between Charter and any other local exchange carrier, IXC or other entity in Massachusetts governing fiber meet arrangements.
2. Any and all documents, including but not limited to maps, diagrams, schematics, and network plans, describing or identifying Charter's existing and planned fiber meet arrangements in Massachusetts.
3. Any and all documents, including but not limited to maps, diagrams, schematics, and network plans, describing or identifying the location of fiber that Charter has deployed, or will deploy within the next thirty six months.

4. Any and all documents that describe the network equipment and related facilities in Charter's current and planned fiber meet arrangements in Massachusetts.
5. Any and all documents concerning Charter's costs of purchasing and deploying equipment and fiber optic facilities, including but not limited to acquisition costs, engineering, labor and construction costs, of the Charter's existing and planned fiber meet arrangement Charter in Massachusetts.
6. Any and all documents that contain information responsive to the Data Requests contained herein.
7. Any and all documents used to respond to these Data Requests and Requests for the Production of Documents.